



Aluva[®]
Policies &
Procedures

Nektar Life , LLC

1. Introduction

- 1.1. Policies Incorporated into Influencer Application and Agreement
- 1.2. Purpose of Policies
- 1.3. Changes to the Influencer Agreement, Policies, Compensation Plan and Product Price List
- 1.4. Delays
- 1.5. Policies and Provisions Severable
- 1.6. Titles Not Substantive
- 1.7. Waiver

2. Becoming an Influencer.

- 2.1. Requirements to become an Influencer
- 2.2. New Influencer Registration
- 2.3. Influencer Benefits
- 2.4. Subscription Fee

3. Operating an Aluva Business.

- 3.1. Marketing and Training Systems
- 3.2. Advertising
- 3.3. Participation in Aluva Corporate Marketing Efforts
- 3.4. Telemarketing Techniques
- 3.5. Trademarks and Copyrights
- 3.6. Media and Media Inquiries
- 3.7. Business Entities as Influencers
- 3.8. Changes to the Aluva Business
- 3.9. Addition and Removal of Co-Applicants
- 3.10. Management of Influencer Account
- 3.11. Change of Sponsor
- 3.12. Cancellation and Re-Application
- 3.13. Indemnification for Unauthorized Claims and Actions
- 3.14. Product Claims
- 3.15. Income Claims
- 3.16. Commercial Outlets
- 3.17. Trade Shows, Expositions, and Other Sales Forums
- 3.18. Conflicts of Interest / Non-solicitation
- 3.19. Trade Secret Information
- 3.20. Cross-Group Sponsoring
- 3.21. Errors or Questions
- 3.22. Excess Inventory Purchases Prohibited
- 3.23. Right of Publicity
- 3.24. Governmental Approval or Endorsement
- 3.25. Income Taxes
- 3.26. Independent Influencer Status
- 3.27. International Product Sales
- 3.28. Adherence to Laws and Ordinances
- 3.29. Compliance with Laws and Ethical Standards
- 3.30. One Aluva Business per Influencer
- 3.31. Actions of Family Unit Members or Affiliated Individuals
- 3.32. Re-packaging and Re-Labeling Prohibited
- 3.33. Roll-up of Marketing Organization
- 3.34. Sale, Transfer, or Assignment of Aluva Business
- 3.35. Separation of a Aluva Business
- 3.36. Sponsoring
- 3.37. Transfer Upon Death of an Influencer
- 3.38. Transfer Upon Incapacitation of an Influencer

4. Responsibilities of Influencers.

- 4.1. Understanding the Aluva Business Model
- 4.2. Change of Address or Telephone
- 4.3. Continuing Development and Ongoing Training
- 4.4. Increased Training Responsibilities
- 4.5. Ongoing Sales Responsibilities
- 4.6. Non-Disparagement
- 4.7. Providing Documentation to Applicants
- 4.8. Reporting Policy Violations

5. Sales Requirement

- 5.1. Product Sales
- 5.2. No Price or Territory Restrictions
- 5.3. Sales Receipts

6. Bonuses and Commissions

- 6.1. Bonus and Commission Qualification
- 6.2. Adjustment to Bonuses and Commissions for Returned Products
- 6.3. Unclaimed Commissions and Credits

7. Product Guarantees, Returns

- 7.1. Product Guarantee
- 7.2. Products Returned by Retail Customers
- 7.3. Return of Inventory and Sales Aids by Influencers
- 7.4. Procedures for All Returns

8. Dispute Resolution and Disciplinary Proceedings

- 8.1. Disciplinary Sanctions
- 8.2. Grievances and Complaints
- 8.3. Appeals of Sanctions
- 8.4. Dispute Resolution
- 8.5. Governing Law, Jurisdiction, and Venue

9. Purchasing

- 9.1. Purchasing Aluva Products
- 9.2. General Order Policies
- 9.3. Shipping Policy
- 9.4. Confirmation of Order
- 9.5. Payment and Shipping Deposits
- 9.6. Returned Checks
- 9.7. Restrictions on Third-Party Use of Credit Cards and Checking Account Access
- 9.8. Sales Taxes

10. Inactivity and Cancellation

- 10.1. Effect of Cancellation and Termination
- 10.2. Cancellation Due to Inactivity
- 10.3. Involuntary Cancellation (Termination)
- 10.4. Voluntary Cancellation

1. INTRODUCTION

1.1. POLICIES INCORPORATED INTO INFLUENCER APPLICATION AND AGREEMENT

These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of Nektar Life, LLC (hereafter "Aluva" or the "Company"), are incorporated into, and form an integral part of, the Aluva Influencer Application and Agreement (hereafter "Influencer Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Aluva Influencer Agreement, these Policies, and the Aluva Marketing and Compensation Plan. These documents are incorporated by reference into the Influencer Agreement (all in their current form and as amended by Aluva). It is the responsibility of each Influencer to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Influencer, it is the responsibility of the sponsoring Influencer to provide the most current version of these Policies to the applicant prior to his or her execution of the Influencer Agreement.

1.2. PURPOSE OF POLICIES

Aluva Influencers are required to comply with all the Terms and Conditions set forth in the Agreement which Aluva may amend at its sole discretion from time to time, as well as all federal and state laws governing their Aluva business and their conduct. Because Influencers may be unfamiliar with many of these standards of practice, it is very important that each Influencer read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between an Influencer and the Company.

1.3. CHANGES TO THE INFLUENCER AGREEMENT, POLICIES, COMPENSATION PLAN

Aluva reserves the right to amend the Agreement and the prices on its website in its sole and absolute discretion. By signing the Influencer Agreement, an Influencer agrees to abide by all amendments or modifications that Aluva elects to make. Notification of amendments shall appear in Official Aluva Materials. Price changes are not subject to prior notice and shall be effective upon publication in Official Aluva Materials, including but not limited to, posting on www.aluva.co, email distribution, publication in Aluva's newsletter, product inserts, price sheets, or any other commercially reasonable method. The continuation of an Influencer's Aluva business or an Influencer's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4. DELAYS

Aluva shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, pandemic, curtailment of a party's source of supply, or government decrees or orders.

1.5. POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6. TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7. WAIVER

Neither party gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of either party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the party's right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized officer or representative of either party. A party's waiver of any particular breach by the other party shall not affect or impair the party's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Influencer, nor shall any delay or omission by a party to exercise any right arising from a breach affect or impair Aluva's rights as to that or any subsequent breach.

The existence of any claim or cause of action by a party against the other party shall not constitute a defense to the party's enforcement of any term or provision of the Agreement.

2. BECOMING AN INFLUENCER

2.1. REQUIREMENTS TO BECOME AN INFLUENCER

To become an Influencer, each applicant must:

- Have previously enrolled as a Preferred Customer, and subsequently recruited a Preferred Customer;
- Be of the age of majority in his or her state of residence;
- Reside in the United States of America or other countries which have been officially opened by Aluva;
- Have a valid Social Security Number or Tax Identification Number;
- Agree to the Influencer Agreement to Aluva (the Company reserves the right to reject any applications for new Influencer Accounts) and
- Purchase Aluva products; and
- A person who is recognized as a minor in his or her state of residence may not be an Aluva Influencer.
- Influencers shall not enroll or recruit minors into the Aluva program.

2.2. NEW INFLUENCER REGISTRATION

A new Influencer must first enroll as a Preferred Customer. The Preferred Customer will then have the opportunity to become an Influencer when he or she enrolls another Preferred Customer. Upon becoming an Influencer, the Aluva Identification Number will remain the same. In order to complete Influencer registration:

- Company must receive the executed Influencer Agreement within ninety (90) days. If the executed Influencer Application is not received by the Company within ninety (90) days, the Influencer's status will revert to that of a Preferred Customer and any
- Downline will roll up to his or her Sponsor.
- If by email, or mail, a new Influencer shall fax, email, or mail the Influencer Application to Aluva's Customer Service Team.
- If online, a new Influencer shall complete the online enrollment information and agree to Aluva's e-sign conditions (which e-signature shall be deemed an original signature).

2.3. INFLUENCER BENEFITS

Once an Influencer Agreement has been accepted by Aluva, the benefits of the Compensation Plan and the Influencer Agreement are available to the new Influencer. These benefits include the right to: Purchase Aluva products at a discount from the Retail Price;

- Sell Aluva products to Retail Customers, and profit from these sales;
- Participate in the Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Preferred Customers or Influencers and thereby build a Marketing Organization and progress through the Compensation Plan;
- Receive periodic Aluva literature and other Aluva communications;
- Subscribe to a replicated website account to facilitate the easiest online enrollment and buying experience for his or her customers;
- Participate in Aluva-sponsored support service training, and motivational and recognition functions upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Aluva for its Influencers.

2.4. SUBSCRIPTION FEE

The term of the Influencer Agreement is one (1) year from the date of its acceptance by Aluva. Influencers must renew their Influencer Agreement each year by paying a material and subscription fee as determined by the Company on or before the anniversary date of their Influencer Agreement. If the material and subscription fee is not paid within thirty (30) days after the expiration of the current term of the Influencer Agreement, the Influencer Agreement may be canceled; however, in the absence of extenuating circumstances, all agreements are renewed under the Automatic Material and Subscription Fee Program ("AMSFP"). Under the AMSFP, the material and subscription fee will be deducted from the Influencer's bonus check for the anniversary month of the Influencer Agreement. If the bonus check does not have sufficient funds to cover the material and subscription fee, a debit shall remain against the Influencer's account until such funds are available.

3. OPERATING AN ALUVA BUSINESS

3.1. MARKETING AND TRAINING SYSTEMS

Influencers shall describe the Compensation Plan as set forth in Official Aluva Materials. Influencers shall not offer the Aluva opportunity through, or in combination with, any marketing or training system, program, or method of marketing that is inconsistent with Official Aluva Materials. Influencers shall not require, recommend or encourage other current or prospective Retail Customers, Preferred Customers or Influencers to execute any agreement or contract other than official Aluva agreements and contracts in order to become an Influencer. Similarly, Influencers shall not require or encourage other current or prospective Retail Customers, Preferred Customers or Influencers to make any purchase from, or payment to, any individual or entity to participate in the Compensation Plan other than those purchases or payments identified as recommended or required in Official Aluva Materials.

3.2. ADVERTISING

All Influencers shall safeguard and promote the good reputation of Aluva and its products. The marketing and promotion of Aluva, the Aluva opportunity, the Compensation Plan, and Aluva products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. Aluva specifically prohibits the use of mass unsolicited telephone autodialing, faxing, email ("spam"), and "boiler-room" telemarketing operations. To promote both the products and the opportunity Aluva offers, Influencers must use only the sales aids and support materials produced by Aluva or those which have been submitted to Aluva and approved by the Company in writing. Any changes to the material after written approval has been issued shall require that the revised material be re-submitted to Aluva and receive separate written approval before it can be used. If an Influencer submits material to Aluva for approval, the request shall be deemed denied unless the Influencer receives specific written approval. Influencers receiving written approval for sales aids and support materials they produce may provide such materials to other Influencers for use. Aluva may revoke its authorization for use of Influencer-produced materials at its discretion, and Influencers waive any and all claims and causes of action against Aluva for such revocation.

Online Advertising, Marketing, and Promotion

It is the Influencer's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Retail Customers, Preferred Customers, potential Influencers, or Influencers in any way. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical, or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a pay-per-click campaign appear to route to an official Aluva corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

Replicated Website

Replicated websites facilitate the easiest online enrollment, selling, and buying experience.

Because a replicated website resides on the Company domain, Aluva reserves the right to receive analytics and information regarding the usage of that website.

By default, replicated website URLs are [www.aluva.co/ <Influencer's username>](http://www.aluva.co/<Influencer's username>). Upon approval from Aluva's Compliance Department, this default ID may be changed; however, the change cannot:

- a) Be confused with other portions of the Aluva corporate website;
- b) Confuse a reasonable person into thinking they have landed on a Aluva corporate page;
- c) Be confused with any Aluva team name;
- d) Contain words that imply product or income claims, or any discourteous, misleading, or off-color language that distracts from Aluva's image. Aluva reserves the right to approve all replicated website information.

External Websites Approved by Aluva

The term External Website refers to an Influencer's own personal website, or other web presence that is used for an Influencer's Aluva business, but which is not hosted on Aluva's servers and has no official affiliation with Aluva. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes Aluva products and/or the Aluva opportunity is considered an External Website. An Influencer is allowed to have an External Website to personalize his or her Aluva business and promote the Aluva opportunity, but said External Website must be approved by Aluva. If an Influencer wishes to develop an External Website, he/she must do so as follows:

- a) Submit an executed External Website Sales Agreement to Aluva's Compliance Department, and receive Aluva's approval in advance of being available for public viewing;
- b) Submit the content of the External Website to Aluva for approval in advance of being available for public viewing. Aluva reserves the right to disapprove of any External Website, and the Influencer waives all claims against Aluva should such authorization be rescinded;
- c) Adhere to the branding and image usage policies described in these Policies;
- d) Agree to modify the External Website to comply with current and future Policies;
- e) Agree to terminate the External Website upon Cancellation of the Influencer's Influencer Agreement.

External Website Content

The Influencer is solely responsible and liable for his or her own website content, messaging, claims, and information and must ensure the External Website appropriately represents and enhances the Aluva brand and adheres to these Policies. Additionally, the website must not contain popup ads or malicious code. Decisions and corrective actions in this area are at Aluva's sole discretion. The Influencer is solely responsible to ensure that no content appears on his or her External Website that constitutes the intellectual property of a third party. Should an action be brought against Aluva for any content on an Influencer's External Website, the Influencer agrees to indemnify Aluva for any loss, damage, settlement, judgment, or payment of any kind that Aluva incurs as a result of such action. The Influencer further agrees to pay all of Aluva's legal fees and expenses associated with such action. The Influencer agrees that Aluva may deduct any sums from any amounts owed the Influencer as an offset against payments and expenses. If amounts owed to the Influencer are not sufficient to cover the payments and expenses, the Influencer agrees that he or she will make such payments to Aluva with funds from other sources.

External Website Must Exclusively Promote Aluva

An Influencer's External Website must contain only content and information that is exclusive to Aluva. An Influencer may not advertise other products or opportunities other than Aluva products and the Aluva opportunity.

External Website Termination

In the event of the Cancellation of an Influencer's Influencer Agreement, an Influencer is required to remove its External Website from public view within three days. An Influencer's External Website may be transferred to another Influencer, subject to Aluva approval, on a case-by-case basis.

Team Websites

An Influencer may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

Domain Names, Email Addresses, and Online Aliases

An Influencer is not allowed to use or register for use "Aluva" or any of Aluva's trademarks, product names, or any derivatives, misspellings, or marks that are similar to or which can reasonably be confused with the foregoing, for any Internet domain name, email address, Social Media site, blog site, or online handles or aliases. Additionally, an Influencer may not use or register domain names, email addresses, Social Media addresses, web or Social Media handles, or names and/or online aliases that could cause confusion, be misleading or deceptive, or which may cause individuals to believe or assume the website or communication is from, or is the property of, Aluva.

When directing readers to the Influencer's External Website or an Influencer's replicated website, it must be evident to a reasonable reader, from a combination of the link, and the surrounding context, that the link will be routing to the site of an Influencer. Attempts to mislead web traffic into believing they are going to a Aluva corporate site, when in fact, they land at an Influencer's External Website or an Influencer's replicated website are not allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Aluva's sole discretion.

An Influencer's External Website may not link to any other site than a replicated website. An Influencer may place inbound links to his or her External Website, but sites from which

the Influencer links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage Aluva's reputation. Whether content is or may be damaging to Aluva's reputation shall be in the sole discretion of Aluva.

Online Classifieds

An Influencer may use online classifieds to list, sell or retail specific Aluva products or product bundles. An Influencer may use online classifieds for prospecting, recruiting, sponsoring and informing the public about the Aluva business. Within the online classified text, the Influencer must identify himself or herself as a "Aluva Independent Influencer" and provide the content for the classified message to Aluva in advance of use for prior approval. If a link or URL is provided, it must link to the Influencer's own replicated website or the Influencer's External Website. The link or URL may not be linked to the replicated website of any other Influencer or Preferred Customer.

Online Auction, Online Retailing and e-Commerce Websites

An Influencer may not list or sell Aluva products on online auction websites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Nor may an Influencer knowingly sell Aluva products to a third party, or otherwise assist a third party, who sells Aluva products on online auction websites, online retail websites, or e-commerce websites.

Banner Advertising

An Influencer may place banner ads on a third-party website provided the Influencer uses Aluva-approved templates and images. All banner advertisements must link to the Affili-ate's replicated website or the Influencer's External Website. An Influencer may not use blind ads or web pages that make product or income claims that are ultimately associated with Aluva products or the Aluva business opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage Aluva's reputation. Whether content is or may be damaging to Aluva's reputation shall be in the sole discretion of Aluva.

Spam Linking

Spam Linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. An Influencer may not engage in spam linking. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments an Influencer makes on blogs, forums, guest books, etc., must be unique, informative and relevant.

Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)

An Influencer may upload or publish any Aluva-related video, audio or photo content that the Influencer develops and creates as long as it aligns with Aluva values, contributes to the greater good of the Aluva community, and is in compliance with these Policies. An Influencer must clearly identify himself or herself as an Aluva Independent Influencer" in each submission in the content itself and in the content description tag and the Influencer must comply with all copyright and legal requirements.

Sponsored Links / Pay-Per-Click Ads

Sponsored links or pay-per-click ads are acceptable. The destination URL must be to either an Influencer's replicated website or to an Influencer's External Website. The display URL must also be to either an Influencer's replicated website or to an Influencer's External Website and must not portray any URL that could lead the user to assume he or she is being led to a Aluva corporate site or be inappropriate or misleading in any way.

Social Media

Social Media may be used by an Influencer to share information about Aluva. However, an Influencer who elects to use Social Media must adhere to these Policies in all respects. Influencers may offer to sell Aluva products on Social Media sites. Profiles that an Influencer generates in any social community where Aluva is discussed or mentioned must clearly identify the Influencer as a "Aluva Independent Influencer," and when an Influencer participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at Aluva's sole discretion, and the offending Influencer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must be approved in advance by Aluva. If a link is provided, it must link to the posting Influencer's replicated website or the Influencer's External Website.

Influencer Is Responsible for Postings

An Influencer is personally responsible for his or her postings and all other online activity that relates to Aluva. Therefore, even if an Influencer does not own or operate a blog or Social Media site, if an Influencer posts to any such site that relates to Aluva or which can be traced to Aluva, the Influencer is responsible for the posting. The Influencer is also responsible for postings by others that appear on any blog or Social Media site that the Influencer owns, operates, or controls.

Identification as a "Aluva Independent Influencer"

An Influencer must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a "Aluva Independent Influencer." Anonymous postings or use of an alias are prohibited.

Sales and Enrollments from Social Media Sites

Online sales and/or enrollments may only be generated from an Influencer's replicated website or an Influencer's External Website.

Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Aluva business opportunity, Aluva products, and/or an Influencer's biographical information and credentials.

If an Influencer uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Influencer's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Influencer must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

Respecting Privacy

An Influencer must always respect the privacy of others in postings. An Influencer must not engage in gossip or advance rumors about any individual, company, or competitive products.

Professionalism

An Influencer must ensure that his or her postings are truthful and accurate. This requires that the Influencer fact-check all material posted online. The Influencer should also carefully check postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

Prohibited Postings

An Influencer may not make any postings, or link to any postings or other material that are:

- a) Sexually explicit, obscene, or pornographic;
- b) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c) Graphically violent, including any violent video game images;
- d) Solicitous of any unlawful behavior;
- e) Engaged in personal attacks on any individual, group, or entity;
- f) In violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

An Influencer is prohibited from conversing with others who place a negative post against them, other Influencers, or Aluva. The Influencer should report negative posts to Aluva's Compliance Department.

Responding to such negative posts often simply fuels a discussion with people carrying a grudge who do not hold themselves to the same high standards as Aluva, and therefore damages the reputation and goodwill of Aluva.

Social Media Sites with Website-like Features

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. Aluva therefore reserves the sole and exclusive right to classify certain Social Media sites as websites and require that an Influencer's use, or desire to use, such sites adheres to the Policies relating to External Websites.

Promotion of Other Direct Selling Businesses Through Social Media

In addition to meeting all other requirements specified in these Policies, should an Influencer utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Influencer agrees to each of the following:

- a. To generate sales and/or enroll an Influencer, a Social Media site must link only to the Influencer's replicated website or the Influencer's External Website.
- b. Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Influencer that is used to discuss or promote Aluva products or the Aluva business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Influencer's replicated website or the Influencer's External Website.
- c. During the term of this Agreement and for a period of twelve (12) calendar months thereafter, an Influencer may not use any Social Media site on which he or she discusses or promotes, or has discussed or promoted, the Aluva business opportunity or Aluva products to directly or indirectly solicit Aluva Influencers for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Influencer shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Influencers relating to the Influencer's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.18.
- d. If an Influencer creates a business profile page on any Social Media site that promotes or relates to Aluva, its products, or opportunity, the business profile page must relate exclusively to the Influencer's Aluva business and Aluva products. If the Influencer's Aluva business is cancelled for any reason, or if the Influencer becomes inactive, the Influencer must deactivate the business profile page.

3.3. PARTICIPATION IN ALUVA CORPORATE MARKETING EFFORTS.

Aluva encourages Influencer participation in the Company's marketing efforts, and Influencers may submit their marketing ideas to the Company. Likewise, Influencers are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Influencers. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of Aluva.

All Company-sponsored telephone calls and all other marketing materials are copyrighted material owned by Aluva and are intended for Influencers' individual use. Any rebroadcast, reproduction, or distribution of this copyrighted material for purposes other than building a Aluva business without the express written consent of Aluva is prohibited.

3.4. TELEMARKETING TECHNIQUES.

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws.

Although Influencers are not "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that an Influencer's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause the Influencer to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, an Influencer must not engage in telemarketing in the operation of his or her businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Aluva product, or to recruit them for the Aluva opportunity. "Cold calls" made to prospective Preferred Customers that promote either Aluva products or the Aluva business opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Preferred Customer (a "prospect") is permissible under the following situations:

- a) If the Influencer has an established business relationship with the prospect. An "established business relationship" is a relationship between an Influencer and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Influencer, or a financial transaction between the prospect and the Influencer, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product.
- b) If the prospect has made a personal inquiry or application regarding a product offered by the Influencer, within the three (3) months immediately preceding the date of such a call.
- c) If the Influencer receives written and signed permission from the prospect authorizing the Influencer to call. The authorization must specify the telephone number(s) which the Influencer is authorized to call.
- d) An Influencer may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom an Influencer has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if the Influencer engages in "card collecting" with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Influencer engages in calling "acquaintances," he or she must make such calls on an occasional basis only and not make this a routine practice.
- e) An Influencer shall not use automatic telephone dialing systems or software relative to the operation of his or her Aluva business.
- f) An Influencer shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Aluva products or the business opportunity.

3.5. TRADEMARKS AND COPYRIGHTS.

The name of Aluva and other names as may be adopted by Aluva are proprietary trade names, trademarks, and service marks. As such, these marks are of great value to Aluva and are supplied to Influencers for their use, only in an expressly authorized manner. Influencers must include the language noted below in any materials wherein they use Aluva's intellectual property in connection with marketing Aluva products or the Aluva business opportunity:

Influencer's Name
Aluva® Independent Influencer

Influencers may list themselves as a "Aluva Independent Affiliate" in the white or yellow pages of the telephone directory under their own name. No Influencer may place telephone directory display ads using Aluva's name or logo.

Influencers may not answer the telephone by saying "Aluva," or in any other manner that would lead the caller to believe that he or she has reached Aluva's Corporate Office. Without specific approval of Aluva, Influencers may not use "Aluva," "Aluva," or any other trademark owned by Company in any other manner in URLs that would lead a consumer to believe that the URL is a Aluva website. Influencers may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Aluva; nor may Influencers reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with an Influencer's strict adherence to the foregoing instruction on the use of Aluva trademarks, Aluva grants to each Influencer, so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of Aluva and will be automatically revoked upon an Influencer's Cancellation or termination.

3.6. MEDIA AND MEDIA INQUIRIES.

Influencers must not attempt to respond to media inquiries regarding Aluva, its products, or their independent Aluva business. All inquiries by any type of media must be immediately referred to Aluva's Corporate Office.

3.7. BUSINESS ENTITIES AS INFLUENCERS.

When a Business Entity (corporation, partnership, limited liability company or trust) becomes an Influencer, the Influencer must submit a Business Entity Information Form along with the appropriate Entity Documents (certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents or other required documents) to Aluva. An Aluva business may change its status under the same Sponsor from an individual to a partnership, corporation, limited liability company, or trust, or from one type of entity to another. To do so, the Influencer must provide the Entity Documents to Aluva. The Influencer Application must be signed by all shareholders, partners, members or trustees. Shareholders, officers, partners, members, trustees and beneficiaries of the Business Entity are jointly and severally liable for any indebtedness or other obligation to Aluva. The Entity Documents may be submitted to Aluva through Aluva's Customer Service Department. An Influencer that is a Business Entity may change to an individual by contacting Aluva's Customer Service Department.

3.8.CHANGES TO THE Aluva BUSINESS.

An Influencer must immediately notify Aluva of all changes to the information contained on his or her Influencer Agreement. Influencers may modify their existing Influencer Agreement (i.e., change a federal tax identification number to a Social Security Number) by submitting a written request, a properly executed Influencer Agreement, and appropriate supporting documentation. Changes to the Aluva Business may be communicated to Aluva through Aluva's Customer Service Department by phone or email at support@Aluva.co. An Aluva business will receive a separate IRS Form 1099.

3.9. ADDITION AND REMOVAL OF CO-APPLICANTS.

When adding a co-applicant to an existing Aluva business, the Company requires a written request as well as a properly completed Influencer Agreement containing the applicant's and co-applicant's Social Security Numbers or federal tax identification numbers and signatures. When removing a co-applicant from an existing Aluva business, the Company requires a written and notarized request from the co-applicant, as well as a properly completed Influencer Agreement containing only the applicant's social security number or federal tax identification number and signature. Documents relating to adding or removing a co-applicant may be submitted to Aluva through Aluva's Customer Service Department. To prevent the circumvention of the "Sale, Transfer or Assignment of Aluva Business" section (regarding transfers and assignments of Aluva business), the original applicant must remain as a party to the Influencer Agreement. If the original applicant wants to terminate his or her relationship with the Company, or if the applicant and co-applicant want to change places if they are from the same Family Unit, the applicant must transfer or assign his or her business in accordance with the "Sale, Transfer, or Assignment of Aluva Business" section of these Policies. If this process is not followed, the business shall be canceled upon the withdrawal of the original Influencer. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in "Change of Sponsor" section of these Policies.

Aluva may, at its discretion, require notarized documents before implementing any changes to an Aluva business. Please allow thirty (30) days after the receipt of the request by Aluva for processing.

3.10. MANAGEMENT OF INFLUENCER ACCOUNT.

In the event a decision needs to be made regarding the management of an Influencer Account, and the Influencer Account is owned by a Business Entity or by more than one person or party, Aluva will rely upon the following for purposes of managing the Influencer Account:

- If the Influencer Account is owned by any form of a Business Entity, Aluva will rely upon the Entity Documents of the Business Entity for management decisions of the Influencer Account. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, Aluva will defer management decisions to the individual noted as "Applicant" on the Influencer Agreement.
- If the Influencer Account is owned by more than one individual, Aluva will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Influencer Account, Aluva will defer management decisions to the individual noted as "Applicant" on the Influencer Agreement.

3.11. CHANGE OF SPONSOR.

The transfer of a Aluva business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to Aluva's Corporate Office and must include the reason for the transfer. Transfers are generally only considered in one of the following three (3) circumstances:

- After thirty one (31) days of the enrollment date, the Influencer seeking to transfer submits a properly completed "Enroller and Sponsor Transfer Form (After 31 Days of Enrollment)" which includes the signature of the Influencer seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, an Influencer may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Influencer believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Influencer seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Request Form which includes the written approval of all parties whose income will or may be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Influencer signatures must be notarized. Transferring Influencers must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by Aluva for processing and verifying change requests. A transferring Influencer's Downline shall remain in the original genealogy and shall not be moved with the transferring Influencer; however, Aluva reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.
- Waiver of Claims. In cases wherein the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed under a different Influencer for any reason, Aluva reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that have developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, THE INFLUENCER WAIVES ANY AND ALL CLAIMS AGAINST ALUVA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM ALUVA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.12. CANCELLATION AND RE-APPLICATION.

An Influencer with a high rank of Diamond Elite or lower, may change Marketing Organizations by voluntarily canceling his or her Aluva business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of Aluva products for resale, no sales of Aluva products, no sponsoring, no attendance at any Aluva functions, participation in any other form of Influencer activity, or operation of any other Aluva business) for six (6) full calendar months. Following the six-month period of inactivity, the former Influencer may reenroll as a Preferred Customer under a new Sponsor.

An Influencer with a high rank of Presidential or higher may change Marketing Organizations by voluntarily canceling his or her Aluva business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of Aluva products for resale, no sales of Aluva products, no sponsoring, no attendance at any Aluva functions, participation in any other form of Influencer activity, or operation of any other Aluva business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the former Influencer may reenroll as a Preferred Customer under a new Sponsor. Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the Influencer's life. Aluva will not accept an Influencer Agreement for an Influencer wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

3.13. INDEMNIFICATION FOR UNAUTHORIZED CLAIMS AND ACTIONS.

An Influencer is fully responsible for all of his or her verbal and/or written statements made regarding Aluva products and the Compensation Plan which are not expressly contained in Official Aluva Materials. Influencers agree to indemnify Aluva and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Aluva as a result of the Influencer's unauthorized representations or actions. This provision shall survive the Cancellation of an Influencer's Influencer Agreement.

3.14. PRODUCT CLAIMS.

No claims as to any products offered by Aluva may be made except those contained in Official Aluva Materials. In particular, no Influencer may make any claim that Aluva products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. No Influencer may use photos or other representations of Aluva products that make implied claims that Aluva products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.

3.15. INCOME CLAIMS.

In their enthusiasm to enroll prospective Preferred Customers, some Influencers are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations, and/or money). This is counterproductive because new Influencers may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Aluva, we firmly believe that the Aluva income potential is great enough to be highly attractive, without reporting the earnings of others.

While Influencers may believe it beneficial to provide copies of checks or bonus reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Aluva as well as the Influencer making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Influencers may not have the data necessary to comply with the legal requirements for making income claims, an Influencer, when presenting or discussing the Aluva business opportunity or the Compensation Plan to a prospective Preferred Customer, may not make income projections or income claims or disclose his or her Aluva income (including the showing of checks, bonus reports, copies of checks or bank statements). Influencers are encouraged to review the Aluva Income Disclosure Statement on the Aluva website.

3.16. COMMERCIAL OUTLETS.

Aluva strongly encourages the retailing and selling of its products through person to person contact. Therefore, Aluva products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail location with 185 square meters or more of retail space. However, the Company recognizes that some Influencers may find that selling products from small retail outlets may be beneficial. Influencers must request written consent from the Company in order to sell Aluva products in small, individually owned retail outlets, and Aluva retains the discretion to restrict its products from being sold in any retail location which it does not deem acceptable.

3.17. TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

Influencers may display and/or sell Aluva products at trade shows and professional expositions. Influencers may not display and/or sell Aluva products at swap meets, garage sales, flea markets or farmer's markets without the prior written consent of the Company. Influencers may not display and/or sell Aluva products on internet auction sites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Influencers may sell Aluva products on their External Website, but only in accordance with Policies 3.2 and 5.2.

3.18. CONFLICTS OF INTEREST / NON-SOLICITATION.

Influencers are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and for a period of twelve (12) calendar months thereafter, Influencers shall not recruit other Influencers or Preferred Customers into any other multilevel or network marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning the United States and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this Policy shall apply to all countries where Aluva is officially open for business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, an Influencer or Preferred Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity. Influencers may not display Aluva products with any other non-Aluva products. If operating from a physical retail location or an External Website, Aluva products must be displayed separately from non-Aluva products. Influencers may not offer the Aluva business opportunity or products to prospective or existing Preferred Customers or Influencers in conjunction with any non-Aluva program, opportunity or product. Influencers may not offer any non-Aluva opportunity or products at any Aluva-related meeting, seminar, or convention.

3.19. TRADE SECRET INFORMATION.

All Downline Activity Reports and the information contained therein, and genealogy and activity data and other information contained in an Influencer's replicated website back office (Downline Activity Reports and data contained in an Influencer's replicated website back office, shall be collectively referred to as "Downline Activity Reports"), are confidential and constitute proprietary business trade secrets information belonging to Aluva. Downline Activity Reports are provided to Influencers in strictest confidence and are made available to Influencers for the sole purpose of assisting Influencers in working with their respective Marketing Organizations in the development of their Aluva business. Influencers should use their Downline Activity Reports to manage, motivate, and train their Downline Influencers. The Influencer and Aluva agree that, but for this agreement of confidentiality and nondisclosure, Aluva will not provide Downline Activity Reports to an Influencer. Accordingly, an Influencer shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, limited liability company, or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Use the information in any Downline Activity Report to compete with Aluva;
- Use a terminated Influencer's information to re-enroll without the express consent of the terminated Influencer;
- Use the information in a Downline Activity Report for any purpose other than promoting his or her Aluva business;
- Use the information in any Downline Activity Report to recruit or solicit any Influencer or Preferred Customer of Aluva listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Influencer or Preferred Customer of Aluva, to alter their business relationship with Aluva;
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report;

Upon demand by the Company, any current or former Influencer will:

- Return or destroy the original and all copies of Downline Activity Reports to the Company;
- Permanently delete any database or electronic list of information derived from any Downline Activity Report;
- Permanently delete any database or list of information compiled or developed by the Influencer relating to the contact information or sales activity of other Influencers.

The provisions of this Policy shall survive the Cancellation of an Influencer's Influencer Agreement with Aluva.

3.20. CROSS-GROUP SPONSORING.

Actual or attempted Cross- Group Sponsoring is strictly prohibited. "Cross-Group Sponsoring" is defined as the enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Influencer Agreement on file with Aluva, or who has had such an agreement within the preceding six (6) calendar months if Diamond Elite rank or below, or twelve (12) calendar months if Presidential rank or above anywhere in the tree. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, limited liability companies, partnerships, trusts, Federal Tax Identification Numbers, fictitious identification numbers, or any other artifice to circumvent this Policy is prohibited. This Policy shall not prohibit the transfer of a Aluva business in accordance with the "Sale, Transfer or Assignment of Aluva Business" section of these Policies.

3.21. ERRORS OR QUESTIONS.

If an Influencer has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Influencer must notify Aluva within sixty (60) days of the date of the purported error or incident in question. Aluva will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.

3.22. EXCESS INVENTORY PURCHASES PROHIBITED.

Influencers are not required to carry inventory of products or sales aids. Influencers who carry reasonable levels of products or sales aids may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling Retail Customer orders. Each Influencer must make his or her own decision with regard to these matters. To ensure that Influencers are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Aluva upon the Influencer's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Influencers" section of these Policies.

Aluva prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan. Influencers may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

3.23. RIGHT OF PUBLICITY.

Influencers authorize Aluva to use their name, photograph, video and/or audio recording, personal story, testimonial, likeness, and/or any personal material in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

3.24. GOVERNMENTAL APPROVAL OR ENDORSEMENT.

Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing company programs or products. Therefore, Influencers shall not represent or imply that Aluva, the Compensation Plan or products have been approved, endorsed, or otherwise sanctioned by any government agency.

3.25. INCOME TAXES.

Every year, Aluva will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. and Puerto Rico resident as required by the Internal Revenue Service. Each Influencer is responsible for paying local, state, and federal taxes on any income generated as an Influencer.

3.26. INDEPENDENT INFLUENCER STATUS.

Influencers are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between Aluva and its Influencers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Influencer. An Influencer shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Influencers are responsible for paying local, state, and federal taxes due from all compensation earned as an Influencer of the Company. The Influencer has no authority (express or implied), to bind the Company to any obligation. Each Influencer shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Influencer Agreement, these Policies, and applicable laws.

3.27. INTERNATIONAL PRODUCT SALES.

Aluva has worked with various government agencies to register Aluva products in many countries around the world. In order to protect its product registrations and abide by the import and product registration laws of each country in which Aluva does business, it is necessary that Aluva limit the international distribution of its products. Therefore, if an Influencer wishes to sell Aluva products or sales aids in any country where Aluva has obtained product registrations, the products that may be sold, given, transferred, imported, exported, or distributed must be limited to only those products specifically registered in that country. The import of any other product for resale from outside that country is prohibited.

Aluva can, at its sole discretion, allow any product that is not actively registered in a specific country to be imported in that country on a strictly not for resale basis. When imported, these products may be purchased for an Influencer's personal use, but the products must not be resold.

3.28. ADHERENCE TO LAWS AND ORDINANCES.

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Influencers because of the nature of their businesses. However, Influencers must obey those laws that do apply to them. If a city or county official tells an Influencer that an ordinance applies to him or her, the Influencer shall be polite and cooperative and immediately send a copy of the ordinance to Aluva's Compliance Department. In many cases, there are exceptions to the ordinance that apply to Influencers.

3.29. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS.

Influencers shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. In connection with the operation of an Influencer's business, the violation of any law or any conduct that is unethical or, in Aluva's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

3.30. ONE ALIVA BUSINESS PER INFLUENCER.

An Influencer may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one Aluva business. No individual may have, operate or receive compensation from more than one Aluva business. Individuals of the same Family Unit who are of legal contract age may each enter into or have an interest in their own separate Aluva business, only if each subsequent family position is placed front-line to the first family member enrolled. A Family Unit is defined as spouses, domestic partners, and dependent children living at or doing business at the same address.

3.31. ACTIONS OF FAMILY UNIT MEMBERS OR AFFILIATED INDIVIDUALS

If any member of an Influencer's Family Unit engages in any activity which, if performed by the Influencer named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Influencer and Aluva may take disciplinary action pursuant to these Policies against the named Influencer. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust, or other entity (collectively "Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Aluva may take disciplinary action jointly and severally, against the entity, and/or each shareholder, officer, partner, member, owner, and other members of their Family Unit.

3.32. RE-PACKAGING AND RE-LABELING PROHIBITED.

Influencers may not re-package, re-label, refill, or alter the labels on any Aluva products, information, materials, or programs in any way. Aluva products must be sold in their original containers only. Such re-labeling or re-packaging would likely violate federal and state laws, which could result in severe criminal penalties. Influencers should also be aware that civil liability can arise when, as a consequence of the re-packaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.33. ROLL-UP OF MARKETING ORGANIZATION.

Upon Cancellation of an Influencer, Aluva may, at its discretion, move all individuals on the first Level of the canceling Influencer into the vacated position. The account of the terminated Influencer may be maintained in the original place until such a time Aluva believes all legal risk is eliminated.

3.34. SALE, TRANSFER, OR ASSIGNMENT OF ALUVA BUSINESS.

Although a Aluva business is a privately owned, independently operated business, the sale, transfer, or assignment of a Aluva business is subject to certain limitations. Unless otherwise agreed to in writing, if an Influencer wishes to sell his or her Aluva business, the following criteria must be met:

- The Influencer shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur.
- Protection of the existing Line of sponsorship must always be maintained so that the Aluva business continues to be operated in that Line of sponsorship.
- A buyer or transferee must be qualified to be an Influencer. If the buyer is an active Influencer, he or she must first terminate his or her Aluva business and remain inactive in accordance with Section 3.12 of the Policies before becoming eligible for a purchase, transfer, assignment, or acquisition of any interest in the Aluva business.
- The selling Influencer must submit a Sale, Transfer, or Assignment of Aluva Business Form to Aluva's Customer Service Department.
- Before the sale, transfer, or assignment can be finalized and approved by Aluva, any debt obligations the selling Influencer has with Aluva must be satisfied.
- The selling Influencer must be in good standing, not in violation of any of the terms of the Agreement, and not under review by Aluva's Compliance Department in order to be eligible to sell, transfer, or assign a Aluva business.
- Prior to offering a Aluva business for sale, the selling Influencer must notify Aluva's Corporate Office of his or her intent to sell the Aluva business and receive the Company's written approval, which shall not be unreasonably withheld.
- The sold, transferred, or assigned Influencer Account position will not retain recognition at the high rank obtained by the Influencer Account position. Aluva reserves the right to rank the purchased, transferred, or assigned Influencer position at any rank at Aluva's sole discretion.
- In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Influencer position prior to the sale, transfer, or assignment of the Influencer Account, the purchaser, transferee, or assignee of the Influencer Account is ineligible to earn the qualification-based incentive trip for the same qualification level. Aluva reserves the right to approve eligibility for all future incentive trips.
- Aluva reserves the right to determine the successor Influencer's recognition rank.

3.35. SEPARATION OF A ALUVA BUSINESS.

Influencers sometimes operate their Aluva businesses as husband-wife partnerships, partnerships, corporations, limited liability companies, or trusts. At such time as a marriage ends in divorce, or a corporation, partnership, limited liability company, or trust (the latter four entities are collectively referred to in this paragraph as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the Line of sponsorship. If the separating parties fail to provide for the best interests of other Influencers and the Company, Aluva will involuntarily terminate the Influencer Agreement and roll-up their entire Marketing Organization pursuant to the "Roll-Up of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Aluva business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Aluva to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the Aluva business jointly, whereupon all compensation paid by Aluva will be paid in the joint names of the Influencers or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, Aluva will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, only upon Aluva approval will Aluva split commissions and/or bonuses between divorcing spouses or members of dissolving entities. Aluva will recognize only one Influencer Agreement. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Influencer Agreement may be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original Aluva business, he or she is thereafter free to enroll as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling. If a former entity Influencer has completely relinquished all rights in his or her original Aluva business, he or she is thereafter free to enroll as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling.

In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Influencers or Preferred Customers in their former Marketing Organization. They must develop the new business in the same manner as would any other new Influencer.

3.36. SPONSORING.

All Active Influencers in good standing have the right to sponsor and enroll others into Aluva. Each prospective Preferred Customer or Influencer has the ultimate right to choose his or her own Sponsor. If multiple Influencers claim to be the Sponsor of the same Influencer or Preferred Customer, the Company shall regard the first enrollment received by the Company as controlling.

3.37. TRANSFER UPON DEATH OF AN INFLUENCER.

Upon the death of an Influencer, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Influencer should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Aluva business is transferred by a will or other testamentary process, the executor of the estate must provide Aluva with letters testamentary or other court-approved documents establishing the executor's authority, and written instructions for the disposition of the business. Before the beneficiary may acquire the right to collect all bonuses and commissions of the deceased Influencer's Marketing Organization and operate the business, the beneficiary must:

- Execute and submit an Influencer Agreement and other applicable enrollment forms and documents. All commission payments will be issued to the individual or entity listed on the Influencer Agreement;
- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the Aluva business; and
- Comply with terms and provisions of the Agreement.
- Aluva reserves the right to determine the successor Influencer's recognition rank.

3.38. TRANSFER UPON INCAPACITATION OF AN INFLUENCER.

To request a transfer of a Aluva business because of an Influencer's incapacity, the trustee must provide the following to Aluva: (1) a copy of the court order appointing the individual as trustee for the incapacitated Influencer's business; (2) written instructions from the trustee; and (3) a completed Influencer Agreement executed by the trustee. The trustee must then:

- Operate the business in compliance with terms and provisions of the Agreement; and
- Meet all of the qualifications for the incapacitated Influencer's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Influencer, the business will be paid at the rank at which it actually qualifies during each bonus period.
- Aluva reserves the right to determine the successor Influencer's recognition rank.

4. RESPONSIBILITIES OF INFLUENCERS

4.1. UNDERSTANDING THE ALUVA BUSINESS MODEL.

Aluva is a direct selling company. Aluva products are sold by Influencers to Retail Customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on Aluva products. The role of an Influencer who chooses to build a Aluva business is to sell Aluva products to Retail Customers and enroll Preferred Customers exclusively using a direct-selling model of distribution.

4.2. CHANGE OF ADDRESS OR TELEPHONE.

To ensure timely delivery of products, support materials, and commissions, it is critically important that Aluva's records are current. Influencers planning to move should provide Aluva's Corporate Office with their new address and telephone number. To guarantee proper delivery, two (2) weeks' advance notice must be provided to Aluva of all changes.

4.3. CONTINUING DEVELOPMENT AND ONGOING TRAINING.

Any Influencer who is the Sponsor or Enroller of another Influencer is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her Aluva business. Influencers are encouraged to have ongoing contact, communication and supervision of the Influencers in their Marketing Organization. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of Downline Influencers to Aluva meetings, training sessions, and other functions. Upline Influencers are also encouraged to motivate and train new Influencers in Aluva product knowledge, effective sales techniques, the Compensation Plan, and compliance with these Policies.

4.4. INCREASED TRAINING RESPONSIBILITIES.

As Influencers progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of Aluva products and Compensation Plan. They may be called upon to share this knowledge with lesser experienced Influencers within their Marketing Organization.

4.5. ONGOING SALES RESPONSIBILITIES.

Regardless of their level of achievement, Influencers are encouraged to continue to personally promote product sales through the generation of new Retail Customers and Preferred Customers and through servicing their existing Retail Customers and Preferred Customers.

4.6. NON-DISPARAGEMENT.

Aluva wants to provide its Influencers with superior products, a superior compensation plan and service in the industry. Accordingly, Aluva values constructive criticisms and comments from Influencers. All such comments should be submitted in writing to Aluva's Customer Service Department.

While Aluva welcomes constructive input, negative comments and remarks made by Influencers about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Influencers. For this reason, and to set the proper example for their Downline organization, Influencers must not disparage, demean, or make negative remarks about Aluva, other Influencers, Aluva products, the Compensation Plan, or Aluva directors, officers, or employees.

4.7. PROVIDING DOCUMENTATION TO APPLICANTS.

Influencers should provide the most current version of these Policies and the Compensation Plan to individuals whom they are sponsoring to become Influencers before the applicant signs an Influencer Agreement. Additional copies of these Policies can be acquired from Aluva and at Aluva's website.

4.8. REPORTING POLICY VIOLATIONS.

Influencers observing a violation of these Policies by another Influencer should submit a written report of the violation directly to the attention of Aluva's Compliance Department. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

5. SALES REQUIREMENTS

5.1. PRODUCT SALES.

The Compensation Plan is based upon the sale of Aluva products to Retail Customers and Preferred Customers. Influencers must fulfill PV sales requirements as outlined in the Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

5.2. NO PRICE OR TERRITORY RESTRICTIONS.

With regard to selling Aluva products, there are no exclusive territories granted to anyone, and no franchise fees are required. In person-to-person transactions and on their replicated website, Influencers are not required to sell Aluva products at the Retail Price but may sell Aluva products at any price equal to or greater than Aluva's Wholesale Price. However, Influencers who wish to sell Aluva products on their External Website are required to sell Aluva products at the official Influencer price including the taxes of the country of destination of the order, submit an executed External Website Sales Agreement to Aluva's Compliance Department, and receive Aluva's approval. Influencers may not sell product packs comprised of more than one product on their External Website.

To circumvent this Policy, an Influencer is prohibited from enlisting, assisting, or knowingly allowing a non-Aluva Influencer third party to facilitate selling Aluva products on any External Website, internet auction website (such as eBay), online store, e-commerce website or third-party sales forum (such as Amazon). Influencers are encouraged to facilitate their product sales through their replicated website, and such sales will be automatically priced at Aluva's Wholesale Price.

5.3. SALES RECEIPTS.

If an Influencer sells any Aluva product from his or her inventory or on his or her External Website, he or she should give the Retail Customer a copy of a Aluva retail sales receipt at the time of the sale and explain the customer's right to cancel the transaction as set forth on the sales receipt. Influencers must maintain all retail sales receipts for a period of two (2) years and furnish them to Aluva at the Company's request. Records documenting the purchases of Influencers' customers who purchase directly from Aluva will be maintained by Aluva.

6. BONUS AND COMMISSIONS

6.1. BONUS AND COMMISSION QUALIFICATION.

An Influencer must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Influencer complies with the terms of the Agreement, Aluva shall pay commissions to such Influencer in accordance with the Compensation Plan.

6.2. ADJUSTMENT TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS.

Influencers receive bonuses and commissions based on the actual sales of products to Preferred Customers and Retail Customers. When a product is returned to Aluva for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given or will be withheld from any bonus, commission, or other amount owed by the Company. Deductions will continue every bonus period thereafter until the commission is recovered from the Influencers who received bonuses and commissions on the sales of the refunded goods.

6.3. UNCLAIMED COMMISSIONS AND CREDITS.

With regard to unclaimed commissions and credits for terminated Influencers, the Company adheres to Escheat Laws of each state, which may include a transaction fee in favor of Aluva.

7. PRODUCT GUARANTEES, RETURNS, AND INVENTORY REPURCHASE

7.1. PRODUCT GUARANTEE.

Aluva offers a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all Retail Customers and Preferred Customers. If a Retail Customer purchased a product from an Influencer, the Retail Customer must return the product to that Influencer for a refund or replacement. If a Retail Customer or Preferred Customer purchased the product directly from the Company, the product should be returned directly to the Company.

If an Influencer is unsatisfied with any Aluva product purchased for personal use, the Influencer may return the product within thirty (30)-days from the date of purchase for a one hundred percent (100%) refund or a replacement (less shipping charges). This guarantee is limited to three hundred dollars (\$300) in any twelve (12) month period. If an Influencer wishes to return merchandise exceeding three hundred dollars (\$300) in any twelve (12) month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms in the "Return of Inventory and Sales Aids by Influencers" section of these Policies, and the Influencer's Influencer Agreement shall be canceled.

7.2. PRODUCTS RETURNED BY RETAIL CUSTOMERS.

If a Retail Customer returns a product to the Influencer from whom it was purchased, the Influencer may return it to the Company for a refund or replacement (the Influencer returning the product is responsible for all shipping charges).

7.3. RETURN OF INVENTORY AND SALES AIDS BY Influencers.

Upon Cancellation of an Influencer's Influencer Agreement, the Influencer may return inventory and sales aids purchased within one (1) year prior to the date of Cancellation for a refund if he or she is unable to sell or use the merchandise. An Influencer may only return products and sales aids that he or she personally purchased from the Company under his or her Aluva Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Influencer will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Influencer any commissions, bonuses, rebates, or other incentives received by the Influencer which were associated with the merchandise that is returned.

Products and sales aids are "Resalable" if each of the following elements are satisfied: (1) they are unopened and unused; (2) the products' packaging and labeling have not been altered or damaged; (3) the products bear a current label; (4) products have not exceeded their expiration date; (5) products have not been discontinued; and (6) products are returned to Aluva within one (1) year from the date of purchase.

7.4. PROCEDURES FOR ALL RETURNS.

The following procedures apply to all returns for refund or replacement:

- All merchandise must be returned by the Influencer or Retail Customer or Preferred Customer who purchased it directly from Aluva.
- All products to be returned must have a "Return Authorization Number" which will be obtained by calling Aluva's Customer Service Department. This Return Authorization Number must be written on each carton returned.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the Influencer by a Retail Customer or a Preferred Customer); and
- The unused portion of the product in its original container.

Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. All returns must be shipped to Aluva, shipping pre-paid. Aluva does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Influencer. It is the sole responsibility of the Influencer to trace, insure or otherwise confirm that the Company has received the shipment. If an Influencer is returning merchandise to Aluva that was returned to him or her by a Retail Customer, the product must be shipped to Aluva within ten (10) days from the date on which the customer returned the merchandise to the Influencer and must be accompanied by the sales receipt that the Influencer gave to the Retail Customer at the time of the sale.

8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1. DISCIPLINARY SANCTIONS.

Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive, or unethical business conduct by an Influencer may result, at Aluva's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition.
- Requiring the Influencer to take immediate corrective measures.
- Loss of privileges, included but not limited to loss of replicated website privileges.
- Loss of one or more bonuses and commissions.
- Withholding from an Influencer all or part of the Influencer's bonuses and commissions during the period that Aluva is investigating any conduct allegedly violating the Agreement. If an Influencer's business is canceled for disciplinary reasons, the Influencer will not be entitled to recover any commissions withheld during the investigation period.
- Loss of recognition, including but not limited to, in Aluva Official Materials and events, special awards and incentive trips.
- Suspension of the Influencer's Influencer Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Influencer's Influencer Agreement.
- Any other measure expressly allowed within any provision of the Agreement or which Aluva deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Influencer's Policy violation or contractual breach.

In situations deemed appropriate by Aluva, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2. GRIEVANCES AND COMPLAINTS.

When an Influencer has a grievance or complaint with another Influencer regarding any practice or conduct in relationship to their respective Aluva businesses, the complaining Influencer should report the situation in writing to Aluva's Compliance Department.

8.3. APPEALS OF SANCTIONS.

Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Influencer may appeal the sanction to the Company. The Influencer's appeal must be in writing and received by Aluva's Compliance Department within fifteen (15) days from the date of Aluva's sanction notice. If the appeal is not received by Aluva within the fifteen (15) day period, the sanction will be final. The Influencer must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Influencer files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action and notify the Influencer in writing of its decision.

8.4. DISPUTE RESOLUTION.

For claims seeking ten thousand dollars (\$10,000) or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such a dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake County, Utah and shall last no more than two (2) business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through binding confidential arbitration. The parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process or other settlement negotiations as well as unresolved claims for less than ten thousand dollars (\$10,000) not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to an Influencer upon request to Aluva's Compliance Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than three-hundred sixty-five (365) days from the date on which the arbitrator is appointed and shall last no more than five (5) business days.
- The parties shall be allotted equal time to present their respective cases.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

- The arbitration hearing shall commence no later than three-hundred sixty-five (365) days from the date on which the arbitrator is appointed and shall last no more than five (5) business days.
- The parties shall be allotted equal time to present their respective cases.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Salt Lake County, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the Cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in this Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of this Agreement.

Damage Limitation

In any action arising from or relating to this Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

Liquidated Damages

In any case which arises from or relates to the wrongful termination of Influencer's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Influencer's Agreement and/or loss of their independent business held to be pursuant to a breach of contract or otherwise wrongful termination under any theory of law, Influencer's maximum sole remedy shall be liquidated damages calculated as follows:

- For Influencers at the "Paid As" rank of A3 or lower, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Influencers at the "Paid As" rank of A4 through A6, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the eighteen (18) months immediately preceding the termination.
- For Influencers at the "Paid As" ranks of A7 through A100, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Influencer pursuant to the Compensation Plan as well as retail profits earned by Influencer for the sale of Aluva products. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed sales receipts provided by Influencer to Retail Customers at the time of the sale.

The parties agree that the foregoing liquidated damage schedule is fair and reasonable.

An Influencer's "Paid As" rank is the rank or title at which they actually qualified to earn compensation under the Compensation Plan during a bonus period. For purposes of this Policy, the relevant bonus period to determine an Influencer's "Paid As" rank is the bonus period one month prior to the month the Influencer's business is placed on suspension or terminated, whichever occurs first. The "Paid As" rank differs from the "High Rank," which is the highest rank that an Influencer has ever achieved under the Compensation Plan.

8.5. GOVERNING LAW, JURISDICTION, AND VENUE.

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement. Louisiana Residents: Notwithstanding the foregoing, and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an action against Aluva in their home forum and pursuant to Louisiana law.

9. ORDERING

9.1. PURCHASING ALUVA PRODUCTS.

Each Influencer should purchase his or her products directly from Aluva. If an Influencer purchases products from another Influencer or any other source, the purchasing Influencer may not receive the Personal Volume associated with that purchase.

9.2. GENERAL ORDER POLICIES.

On orders with invalid or incorrect payment or other general issues, Aluva will attempt to contact the Influencer. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.

9.3. SHIPPING POLICY.

Aluva will normally ship products within one (1) business day from the date on which it receives an order. Aluva will expeditiously ship any part of an order currently in stock.

9.4. CONFIRMATION OF ORDER.

An Influencer and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify Aluva of any shipping discrepancy or damage within thirty (30) days of shipment will cancel an Influencer's right to request a correction.

9.5. PAYMENT AND SHIPPING DEPOSITS.

No monies should be paid to or accepted by an Influencer for a sale except at the time of product delivery. Influencers should not accept monies to be held for deposit in anticipation of future deliveries.

9.6. RETURNED PAYMENTS.

All payments returned by an Influencer's bank for insufficient funds will be re-submitted for payment. A \$25 returned fee will be charged to the account of the Influencer. After receiving a returned payment from a Retail Customer, Preferred Customer or an Influencer, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to Aluva by an Influencer for NSF checks and returned check fees may be withheld from subsequent bonus and commission checks or collected in any other manner deemed appropriate by Aluva. Reinstatement of payment by check shall be at the discretion of Aluva.

9.7. RESTRICTIONS ON THIRD-PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS.

Influencers shall not use unauthorized credit cards to enroll Preferred Customers or to make purchases from the Company; likewise, Influencers shall not permit other Influencers, Retail Customers, or Preferred Customers to use their credit cards or permit debits to their checking accounts to enroll or to make purchases from the Company.

9.8. SALES TAXES.

By virtue of its business operations, Aluva is required to charge sales taxes on all purchases made by Influencers and customers, and remit the taxes charged to the respective states. Accordingly, Aluva will collect and remit sales taxes on behalf of Influencers, based on the suggested Retail Price of the products, according to applicable tax rates in the state to which the shipment is destined. If an Influencer has submitted, and Aluva has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be that of the Influencer. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Aluva is not retroactive.

10. INACTIVITY AND CANCELLATION

10.1. EFFECT OF CANCELLATION AND TERMINATION.

So long as an Influencer remains active and complies with the terms of the Influencer Agreement and these Policies, Aluva shall pay commissions to such Influencer in accordance with the Compensation Plan. An Influencer's bonuses and commissions constitute the entire consideration for the Influencer's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following an Influencer's non-continuation of his or her Influencer Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Influencer Agreement (all of these methods are collectively referred to as "Cancellation"), the former Influencer shall have no right, title, claim, or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the product sales generated by the Marketing Organization. Influencers waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following an Influencer's Cancellation of his or her Influencer Agreement, the former Influencer shall not hold him or herself out as a Aluva Influencer and shall not have the right to sell Aluva products. An Influencer whose Influencer Agreement is cancelled shall receive commissions and bonuses only for the last full bonus period he or she worked and qualified prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

10.2. CANCELLATION DUE TO INACTIVITY

Influencers who produce less than the required Principal Volume (or "PV") as outlined in the Compensation Plan for any bonus period will not receive a commission for the sales generated through their Marketing Organization for that bonus period. If an Influencer has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Influencer Agreement shall be canceled for inactivity following the last day of the sixth (6th) month of inactivity that is beyond the initial one (1) year period of the Agreement. Written confirmation of the Cancellation will not be provided by Aluva.

10.3. INVOLUNTARY CANCELLATION (TERMINATION)

An Influencer's violation of any of the terms of the Agreement, including any amendments that may be made by Aluva in its sole discretion, may result in disciplinary actions being taken against the Influencer at Aluva's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Influencer's Aluva Agreement and business. If the Influencer's Aluva Agreement and business is cancelled, the Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, addressed to the Influencer's last known address or that of his or her attorney, emailed to the Influencer's email address on file with the Company, or when the Influencer receives actual notice of Cancellation, whichever occurs first. Aluva reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

10.4. VOLUNTARY CANCELLATION

An Influencer has a right to cancel at any time for any reason. Cancellation must be submitted in writing by mail, facsimile, or email to the Company at its principal business address. The written notice must include the Influencer's signature, printed name, address, and Aluva Identification Number. If a cancelling Influencer wishes to remain a Preferred Customer, he or she must contact Aluva's Customer Service Department to re-establish a Preferred Customer account. The Preferred Customer account must have the same Sponsor as the Influencer account. If an Influencer wishes to re-enroll, such re-enrollment must be in accordance with Section 3.12 of these Policies.

GLOSSARY OF TERMS

Term	Definition
Aluva	The term "Aluva" as it is used throughout the Agreement means Nektar Life, LLC (also referred to as the "Company.").
Aluva ID Number (or Aluva ID #)	A unique number given to Aluva Preferred Customers and Influencers used by the Company to identify them.
Aluva Income Disclosure Statement	Aluva's income disclosure statement that is updated annually, located at Aluva.com under "Resources."
Active Influencer	An Influencer who makes a product or marketing material purchase from Aluva.
Downline Individual	Any member of an Influencer's Family Unit, and/or a corporation, partnership, limited liability company, trust, or other entity associated in any way with an Influencer
Agreement	The contract between the Company and each Influencer, which includes the Influencer Application and Agreement, the Aluva Policies and Procedures, and the Compensation Plan, all in their current form and as amended by Aluva in its sole discretion. These documents are collectively referred to as the "Agreement."
Business Entity	A corporation, partnership, limited liability company, or trust that is enrolled as an Influencer
Business Entity Information Form	The form used to transfer an Influencer Account from an individual to a Business Entity. This form is located in Aluva's back office under "Business Resources."
Cancellation	An Influencer's non-continuation of his or her Influencer Agreement for one of the following rea-sons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3) involuntary cancellation (termination).
Company	The term "Company" as it is used throughout the Agreement means Nektar Life, LLC (also referred to as "Aluva").
Compliance Department	The department within Aluva that oversees compliance with these Policies.
Corporate Office	Aluva's corporate office located at 26 S Rio Grande St. Ste. 2072, Salt Lake City, UT, 84101
Cross-Group Sponsoring	The enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Influencer Agreement on file with Aluva, or who has had such an agreement within the preceding six (6) calendar months (if A3 rank or below), or twelve (12) calendar months (if Presidential rank or above).
Customer Service Department	The department within Aluva that assists Preferred Customers and Influencers with all of their Aluva purchases and business needs. The Customer Service Department can be reached by telephone.
Influencer	Independent contractor, who is not the purchaser of a franchise or a business opportunity. The Agreement between Aluva and its Influencers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Influencer. An Influencer shall not be treated as an employee for his or her services or for federal or state tax purposes. All Influencers are responsible for paying local, state, and federal taxes due from all compensation earned as an Influencer of the Company. The Influencer has no authority (express or implied), to bind the Company to any obligation. Each Influencer shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Influencer Agreement, these Policies, and applicable laws.
Influencer Agreement	The Influencer Application and Agreement.
Downline	The Preferred Customers and Influencers in a particular Influencer's Marketing Organization.

Term	Definition
Downline Activity Report	A report with information generated by Aluva that provide critical data relating to the management of an Influencer's Aluva business, the identities of Influencers, product sales information and activity of each Influencer's Organization. Downline Activity Reports include the data contained in an Influencer's replicated website account. The information constitutes proprietary business trade secret information belonging to Aluva.
Enroller	An Influencer who personally recruits another Influencer and places the new Influencer in his or her Downline. The Enroller of a new Influencer may also be the new Influencer's Sponsor.
Enroller and Sponsor Transfer Form (Within First 31 Days of Enrollment)	The form that is to be used within the first ten (31) days when an Influencer enrolls and learns he or she is enrolled under the incorrect Enroller and/or Sponsor. This form is located in Aluva's back office under "Resources."
Entity Documents	The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.
External Website	An Influencer's own personal website, that is used for an Influencer's Aluva business, but which is not hosted on Aluva's servers and has no official affiliation with Aluva. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes Aluva products is considered external.
External Website Sales Agreement	The form used for Influencers to request Aluva's permission to own an External Website. This form is located in Aluva's back office.
Family Unit	Spouses, domestic partners, and dependent children living at or doing business at the same address.
Level	The layers of Downline Preferred Customers and Influencers in a particular Influencer's Marketing Organization. This term refers to the relationship of a Preferred Customer or Influencer relative to a particular upline Influencer, determined by the number of Influencers between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.
Personal Volume (PV)	Every commissionable Aluva product is assigned a point value. Influencer commissions are based on the total point value of products sold by each Influencer or Preferred Customer and his or her Marketing Organization. Sales aids have no PV value.
Compensation Plan	Aluva's compensation plan for Influencers and Preferred Customers.
Line	A part of an Influencer's Downline that starts with someone sponsored by that Influencer and continues below that sponsorship.
Marketing Organization	Preferred Customers and Influencers enrolled below a particular Influencer.
Replicated website	The complimentary replicated website account offered by Aluva. A Preferred Customer or Influencer must login to Aluva's back office. Initially, the Artist's or Influencer's default URL will be "www.aluva.co/<Influencer's username>." Upon approval from Aluva's Compliance Department, an Influencer may change this default; the approval is subject to the terms of paragraph 3.2.
Policies	These Policies and Procedures.
Preferred Customer	An Preferred Customer that has enrolled with Aluva, has a Sponsor and Enroller, receives a Aluva Identification Number, and receives the benefit of purchasing Aluva products.

Term	Definition
Personal Volume (also known as "PV")	Personal Volume (PV) of an Influencer for product purchases that: (a) the Influencer purchases to consume or sell for a retail profit; and (b) the Influencer's customers purchase on the Influencer's replicated website or directly on the Influencer's account.
Product Price List	Aluva Product Price List for Influencers, Preferred Customers, and Retail Customers who purchase directly from Aluva (as published and modified from time to time). Located at Aluva's website and in printed form.
Resalable	With regard to Aluva products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to Aluva within one (1) year.
Retail Customer	With regard to Aluva products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to Aluva within one (1) year.
Retail Price	The recommended retail price designated in the Aluva Product Price List (as published and modified from time to time).
Return Authorization Number	All products returned to Aluva must have this number, which can be obtained by calling the Customer Service Department. This number must be written on each box.
Return Authorization Number	The form used to transfer an Influencer Account from one individual to another individual (or from one entity to another entity). This form is located in Aluva's back office under "Business Resources."
Social Media	Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, to rate, comment, or respond to content. Examples of Social Media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.
Sponsor	The Influencer who is another Influencer's direct upline. The Sponsor of a new Influencer may also be the new Influencer's Enroller.
Sponsor Transfer Request Form	The form used when an Influencer Account wishes to change Sponsors (which is rarely approved). Influencers must contact the Customer Service Department to obtain a copy of this form.
Wholesale Price	The amount charged for Aluva products for Influencers and Preferred Customers who purchase directly from the Company as designated by Aluva The Wholesale Price is a discount from the Retail Price.



Aluva[®]
Policies &
Procedures

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